

DAVID SENICK
1637 SUGAR LAKE

KUNKLETOWN PA. 18058

PLAINTIFF

v.

HOME DEPOT (CREDIT SERVICES)

CITIBANK N.A.

150 POCONO COMMONS

STROUDSBURG PA. 18360

DEFENDANTS

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF PENNSYLVANIA

CASE NUMBER

3:20-CV-02173

FILED
SCRANTON

JAN 29 2021

PER

Amo
DEPUTY CLERK

MOTION TO COMPEL

MOTION BY PLAINTIFF TO COMPEL DEFENDANT TO PROVE
WHERE PLAINTIFFS PAYMENTS WENT SINCE APRIL OF 2018

PLAINTIFF, SENICK RESPECTFULLY REQUESTS THAT THIS HONORABLE COURT ISSUE AN ORDER IN THE FORM PROVIDED HEREIN COMPELLING DEFENDANTS TO SHOW PROVE POSITIVE WHERE PLAINTIFFS PAYMENTS WENT SINCE APRIL OF 2018.

① ON OR ABOUT APRIL 8, 2018 PLAINTIFF WAS OFFERED BY DEFENDANTS A FREE CREDIT OFFER. NOTE EXHIBIT ONE OF COMPLAINT.

② ON OR ABOUT MAY 3, 2018 PLAINTIFF RECEIVED STATEMENT FROM HOME DEPOT CREDIT SERVICES. ON OR ABOUT MAY 17, 2018 PLAINTIFF SENT CHECK TO HOME DEPOT CREDIT SERVICES (DEFENDANT) TRUE AND CORRECT COPIES ARE ATTACHED HERETO AS EXHIBIT ONE, AND INCORPORATED HEREIN BY REFERENCE. NOTE EXHIBIT TWO OF COMPLAINT.

CHECKS WERE MADE TO HOME DEPOT CREDIT SERVICES AND CASHED PER STATEMENTS EXHIBIT TWO OF COMPLAINT.

③ ON OR ABOUT NOVEMBER 23, 2020 PLAINTIFF RECEIVES FROM DEFENDANT FEDEX EXPRESS DEFENDANTS NOTICE OF REMOVAL. DEFENDANT CLEARLY STATES BOTTOM OF COVER SHEET HOME DEPOT CREDIT SERVICES IS NOT AN ACTUAL ENTITY. THE HOME DEPOT - BRANDED CREDIT CARDS ARE ISSUED BY CITIBANK. A TRUE AND CORRECT COPY OF THIS PAGE IS ATTACHED HERETO AS EXHIBIT TWO AND INCORPORATED HEREIN BY REFERENCE. DEFENDANT ALSO STATES HOME DEPOT CREDIT SERVICES AND CITIBANK, N.A. (ERRONEOUSLY) SUED AS CITI BANK (CITIBANK) COLLECTIVELY, DEFENDANTS.

④ ON OR ABOUT DECEMBER 22, 2020 DEFENDANT FILES NOTICE OF MOTION TO COMPEL ARBITRATION AND STAY PROCEEDINGS. AND AGAIN DEFENDANT POINTS OUT HOME DEPOT CREDIT SERVICES IS NOT AN ACTUAL ENTITY. DEFENDANT AGAIN CLAIMS CITIBANK, N.A. ERRONEOUSLY SUED AS "CITI BANK", "CITIBANK". YET DEFENDANTS MOTIONS ARE PEPPERED WITH "CITIBANK" OR CITIBANK, N.A. ANDREW GRAYOT THROUGH IS DECLARATION USES "CITIBANK" OR "CITIBANK, N.A." WHICH IS THE REAL ENTITY. TWO PAGES FROM THIS MOTION ARE ATTACHED HERETO AS EXHIBIT THREE AND INCORPORATED HEREIN BY REFERENCE.

QUESTION OF LAW

⑤ SHOULD DEFENDANT BE COMPELLED TO PROVE WHERE PLAINTIFFS PAYMENTS WENT SINCE APRIL OF 2018. SUGGESTED ANSWER YES DEFENDANT HAS CONTINUED TO BE EQUIVOCAL WITH THERE MOTIONS AND RESPONSES.

ARGUMENT

⑥ DEFENDANT CONTINUES TO STATE THERE IS NO REAL ENTITY

NAMED HOME DEPOT CREDIT SERVICES. WE HAVE TWO PLACES OF BUSINESS ACCEPTING PAYMENTS. HOME DEPOT AND CITIBANK N.A. USING A FRAUDULENT COMPANY HOME DEPOT CREDIT SERVICES TO LAUNDER THESE PAYMENTS. WHO AND WHAT IS ACCEPTING THESE FUNDS ARE THESE MONETARY PAYMENTS GOING INTO THERE COMPANIES OR GREENY CEDS. HOW IS IT POSSIBLE TO CASH CHECKS MADE OUT TO HOME DEPOT CREDIT SERVICES A COMPANY THAT DOES NOT EXIST. I BELEVE THIS COULD WARRANT A HUGE CLASS ACTION SUIT.

CONCLUSION

⑦ FOR THE REASONS STATED, IT IS RESPECTFULLY REQUESTED THAT THIS HONORABLE COURT ISSUE AN ORDER COMPELLING DEFENDANTS TO PRODUCE ALL BANK ACCOUNTS AND TAX RETURNS SINCE JAN. 1, 2018 TO PROVE WHERE PLAINTIFFS PAYMENTS WENT, AS DEFENDANT HAS REPEATALITY STATED THERE IS NO ENTITY NAMED HOME DEPOT CREDIT SERVICES.

BY DAVID SENICK PRO-CE 610-330-9015

David Senick

David Senick
1637 Sugar Ln
Kunkletown, PA 18058

DATED: JANUARY 22, 2021

DAVID SENICK
1637 SUGAR LANE
KUNKLETOWN PA. 18058
PLAINTIFF

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF PENNSYLVANIA
CASE NUMBER
3:20-CV-02173

v.

HOME DEPOT (CREDIT SERVICES)
CITIBANK N.A.
150 POCONO COMMONS
STROUDSBURG PA. 18360
DEFENDANTS

CERTIFICATE OF SERVICE

I HEREBY CERTIFY THAT ON JANUARY 22, 2021 I CAUSED A TRUE
AND CORRECT COPY OF PLAINTIFFS MOTION TO COMPEL DEFENDANT TO
PROVE WHERE PLAINTIFFS PAYMENTS WENT SINCE APRIL OF 2018 VIA
FIRST CLASS U.S. MAIL UPON THE FOLLOWING:

DANIEL MCKENNA
BALLARD SPAHR LLP
1735 MARKET ST. 5TH FLOOR
PHILADELPHIA PA. 19103

From David Senick

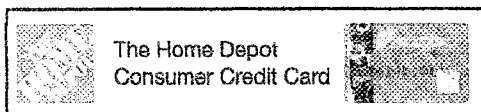
David Senick
1637 Sugar Ln
Kunkletown, PA 18058

EXHIBIT

1

Account Statement

Send Notice of Billing Errors and Customer Service Inquiries to:
HOME DEPOT CREDIT SERVICES
PO Box 790328, St. Louis, MO 63179



Customer Service:
homedepot.com/mycard
Account Inquiries:
1-800-677-0232

Account Number: 3781

Summary of Account Activity

Previous Balance	\$0.00
Payments	-\$0.00
Other Credits	-\$0.00
Purchases	+\$2,776.96
Fees Charged	+\$0.00
Interest Charged	+\$0.00
New Balance	\$2,776.96
Past Due Amount	\$0.00

Credit Limit	\$5,000.00
Available Credit	\$2,223.00
Amount Over Credit Limit	\$0.00
Statement Closing Date	04/27/2018
Next Statement Closing Date	05/28/2018
Days in Billing Cycle	20

Payment Information

New Balance	\$2,776.96
Minimum Payment Due	\$28.00
Payment Due Date	May 24, 2018

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee up to \$38.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	17 years	\$9,767
\$113	3 years	\$4,055 (Savings=\$5,712)

If you would like information about credit counseling services, call 1-877-337-8187.

Your Minimum Payment Due is \$28.00. If you paid your non-promotional (revolving) balances and any expiring promotional balances in full on your last statement, you can avoid interest charges on any new non-promotional (revolving) balances and any expiring promotional balances if you pay \$456.50 by 05/24/18. Otherwise, interest will accrue from your statement closing date until we receive your payment. The "How to Avoid Paying Interest on Purchases" section on page 2 has more information.

Thanks for using your The Home Depot Consumer Credit Card! Now's the time to continue using it for all your home improvement projects, big or small.

Please note that if we received your pay by phone or online payment between 5 p.m. ET and midnight ET on the last day of your billing period, your payment will not be reflected until your next statement.

Please update your phone number, including cell phone number on the back of the payment coupon.

How to read your billing statement

See at-a-glance exactly when your payment is due, any new transactions, your new balance and minimum payment due. It's all right here.
Please see page 4 for additional information.

PLEASE SEE IMPORTANT INFORMATION ON PAGE 2.

Page 1 of 6

This Account is issued by Citibank, N.A.

↓ Please detach and return lower portion with your payment to insure proper credit. Retain upper portion for your records. ↓

CK 530

REC-6-3-18

P.O. Box 790393
St. Louis, MO 63179

Statement Enclosed



Receipt

For your convenience
electronic receipts are available.
Sign-up in your
store today!

Payment Due Date	May 24, 201
New Balance	\$2,776.9
Past Due Amount	\$0.0
Minimum Payment Due	\$28.0
Amount Enclosed: \$	55.00

00115903 1 35106740 DTF 00015903

Please print address changes on the reverse side.
Make Checks Payable to ▼DAVID SENICK
1637 SUGAR LN
KUNKLETOWN, PA 18058-7966HOME DEPOT CREDIT SERVICES
PO BOX 9001010
LOUISVILLE, KY 40290-1010

03000 0002800 0277696 0000000 06035320890456781 1818

DAVID SENICK		60-213/313	530
1637 SUGAR LN.			
KUNKLETOWN, PA 18058-7966		DATE	MAY 17, 2018
PAY TO THE ORDER OF		HOME DEPOT CREDIT SERVICES	\$ 55.00
FIFTY FIVE ⁰⁰ / ₁₀₀			
		DOLLARS	55
Lafayette Ambassador Bank LISTENING IS JUST THE BEGINNING.®			
MEMO	6781	David Senick	MP
⑆031302133⑆		000	

Kunkletown, PA 18058



EXHIBIT 2

FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

DAVID SENICK,

Plaintiff,

V.

HOME DEPOT CREDIT SERVICES, and CITI
BANK,

Defendants.

$$-X$$

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Civil Action No.:

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**: NOTICE OF REMOVAL FROM
: COURT OF COMMON PLEAS OF
: MONROE COUNTY**

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X

DEFENDANTS' NOTICE OF REMOVAL

Defendants Home Depot Credit Services¹ and Citibank, N.A. (erroneously sued as “Citi Bank”)(“Citibank”)(collectively, “Defendants”), by and through their undersigned counsel, hereby
give notice of removal of this action to the United States District Court for the Middle District of Pennsylvania, pursuant to 28 U.S.C. §§ 1331 and 1441(a). As stated below, Plaintiff asserts claims under federal law: the Telephone Consumer Protection Act (“TCPA”), 47 U.S.C. § 227, and the Fair Debt Collection Practices Act (“FDCPA”), 15 U.S.C. §§ 1692, *et seq.* Therefore, federal question jurisdiction exists here.

BACKGROUND

1. Plaintiff David Senick (“Plaintiff”) filed a Complaint in the Court of Common Pleas of Monroe County, Pennsylvania, under docket number 5559-CV-20 (the “State Court Action”), against Defendants on or about October 20, 2020. A true and correct copy of the

¹ Home Depot Credit Services is not an actual entity. The Home Depot-branded credit cards are issued by Citibank.

EXHIBIT 3

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

DAVID SENICK

Plaintiff,

v.

HOME DEPOT CREDIT SERVICES, and
CITI BANK,

Defendants.

CIVIL ACTION NO. 3:20-cv-02173-SES

**NOTICE OF MOTION TO COMPEL ARBITRATION
AND STAY PROCEEDINGS**

Defendant Citibank, N.A. (erroneously sued as “Citi Bank,” “Citibank”), by its undersigned counsel, move to compel arbitration of the claims of plaintiff David Senick (“Plaintiff”) and to stay this action pending the disposition of Plaintiff’s claims in arbitration. This motion is supported by the accompanying memorandum of law and declaration of Andrew Grayot (with attached exhibits).

Respectfully submitted,

DATED: December 22, 2020

/s/ Daniel JT McKenna

Daniel JT McKenna
BALLARD SPAHR LLP
1735 Market Street, 51st Floor
Philadelphia, PA 19103
T: 215.665.8500
F: 215.864.8999
mckennad@ballardspahr.com

Attorneys for Defendant Citibank, N.A.

Defendant Citibank, N.A. (erroneously sued as “Citi Bank,” “Citibank”),¹ respectfully submits this memorandum of law in support of its motion to compel arbitration and to stay this matter pending the completion of arbitration (the “Motion”).

I. INTRODUCTION

Plaintiff David Senick (“Plaintiff”) alleges that Citibank harassed him and violated the Telephone Consumer Protection Act, 47 U.S.C. § 227 (“TCPA”) and the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 *et seq.* (“FDCPA”) by placing calls to his cell phone in order to collect a debt owed on his Home Depot credit card account (the “Account”), which is serviced by Citibank. *See* Compl. Critically, however, the relevant credit card account is subject to an arbitration provision, under which Plaintiff agreed to arbitrate “any claim, dispute or controversy ... relat[ed] to [his] Account or our relationship” (the “Arbitration Provision”). *See* Declaration of Andrew Grayot (the “Grayot Decl.”), Ex. 1.² The Arbitration Provision is governed by the Federal Arbitration Act (“FAA”), 9 U.S.C. § 1, *et seq.*, which embodies a “liberal federal policy favoring arbitration agreements.” *See Moses H. Cone Mem’l Hosp. v. Mercury Constr. Corp.*, 460 U.S. 1, 24 (1983).

In spite of his unequivocal agreement to arbitrate, Plaintiff brought his claims in this Court and declined to submit the claims to arbitration. As a result, Citibank brings the current Motion, which should be granted because: (1) the FAA applies, (2) there is no genuine dispute regarding the existence of the agreement to arbitrate, (3) the arbitration provision is valid and enforceable under the FAA and applicable state law, and (4) the Arbitration Provision clearly encompasses

¹ Home Depot Credit Services is not an actual entity. The Home Depot-branded credit cards are issued and serviced by Citibank.

² The Declaration of Andrew Grayot – and the exhibits referenced therein – is attached hereto as Exhibit A.

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PLAINTIFF

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DEFENDANTS

ORDER

AN NOW, ON THIS _____ DAY OF _____, 2021, UPON
CONSIDERATION OF PLAINTIFFS MOTION TO COMPEL DEFENDANT TO
PROVIDE PLAINTIFF WITH BANK STATEMENTS ALONG WITH TAX
RETURNS SINCE JANUARY 1, 2018 TO PROVE WHO AND WHAT
COMPANY ACCEPTED PLAINTIFFS PAYMENTS WITHIN TEN (10) DAYS
IS SO ORDERED BY THE COURT.

BY THE COURT

TO CLERK OF COURT

DATED : JANUARY 22, 2021

CASE NO: 3:20-CV-2173 DAVID SENICK V HOME DEPOT CREDIT SERVICES

DEAR PETER WELSH

ENCLOSED IS MOTION TO COMPEL BY PLAINTIFF TO DEFENDANT
TO PROVE WHERE PLAINTIFFS PAYMENTS WENT SINCE APRIL OF 2018.
ALSO ENCLOSED EXTRA COPY OF FACE PAGE, CERTIFICATE OF SERVICE,
AND SELF STAMPED ENVELOPE TO RETURN EXTRA 2 PAGES TIME
STAMPED. I THANK YOU FOR YOUR VALUABLE TIME.

SINCERELY YOURS

David Senick PRO-SE

610-330-9015

David Senick
1637 Sugar Ln
Kunkletown, PA 18058

David Senick
1637 Sugar Ln
Kunkertown, PA 18058

MAILED 1/22/2021

RECEIVED
SCRANTON

JAN 29 2021

PER SD DEPUTY CLERK

OFFICE OF THE CLERK

UNITED STATES DISTRICT COURT

WILLIAM J NEALON FEDERAL BLDG-

235 NORTH WASHINGTON AVE.

P.O. BOX 1148

SCRANTON PA 18501-1148

U.S. POSTAGE PAID
FORM 3849-EN
9100 KUNKERTOWN, PA
JAN 22, 21
AMOUNT
\$1.60
R2300K1 40064-3



18501



1000